



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION I  
5 POST OFFICE SQUARE, SUITE 100  
BOSTON, MA 02109-3912

**URGENT LEGAL MATTER -- PROMPT REPLY NECESSARY**  
**CERTIFIED MAIL: RETURN RECEIPT REQUESTED**



SDMS DocID 474215

Peerless Insurance Company  
Michael R. Christiansen  
President and Chief Executive Officer  
62 Maple Avenue  
Keene, NH 03431

OCT 13 2010

Superfund Records Center  
Site Wells G&H 02-  
File # 119-PEERLESS  
Office 474215

Re: Request for Information Pursuant to Section 104 of CERCLA in Relation to Commercial Insurance Policies Covering John E. Whitney, Sr., John E. Whitney, Jr., Walter W. Whitney, Helen T. Whitney, Helen R. Whitney, Ruth J. Whitney, John E. Whitney, III and Whitney Barrel Co., Inc., each Individually, Jointly or Collectively and/or the Property Located at 256 Salem Street, Woburn, Massachusetts

Dear Mr. Christiansen:

This letter seeks your cooperation in providing information and documents relating to the environmental conditions at, and cleanup of, the Wells G & H Superfund Site in Woburn, Massachusetts.

The United States Environmental Protection Agency ("EPA") is investigating the release or threatened release of hazardous substances, pollutants, and contaminants at the former Whitney Barrel Company, Inc. property (located at 256 Salem Street, Woburn, Massachusetts), situated within the Wells G & H Superfund Site in Woburn, Massachusetts (the "Site"). This investigation includes an inquiry into the identification, nature, source, and quantity of materials transported to or generated, treated, stored, or disposed of at the Site. EPA is also seeking information concerning those persons responsible for the cleanup of the Site and their ability to undertake or finance that cleanup.

Specifically, this letter requests your cooperation in providing information and documentation to EPA regarding the commercial insurance policies covering John E. Whitney, Sr., John E. Whitney, Jr., Walter W. Whitney, Helen T. Whitney, Helen R. Whitney, Ruth J. Whitney, John E. Whitney, III, Whitney Barrel Co., Inc., and the operation of a drum and tank reconditioning and recycling facility located at 256 Salem Street, Woburn, Massachusetts (the "property"). Copies of insurance policies issued to the insured are provided in Enclosure F to assist you in identifying and providing the information requested.

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9604(e), you are hereby requested to respond to the Information Request set forth in the Enclosure to this letter.

While EPA seeks your voluntary cooperation in this investigation, compliance with the Information Request is required by law. Failure to provide a complete truthful response to this Information Request **within thirty (30) days** of your receipt of this letter, or to adequately justify such failure to respond, may subject you to an enforcement action by EPA pursuant to Section 104(e) of CERCLA. This provision permits EPA to seek the imposition of penalties of up to thirty-seven thousand five hundred dollars (\$37,500) for each day of non-compliance.

Please note that responses which are incomplete, ambiguous, or evasive will be treated as complete non-compliance with this Information Request. Also, be further advised that the provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. § 1001.

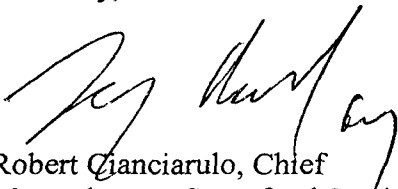
This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501 et seq. Your response to this Information Request should be mailed to:

U.S. EPA Region I Superfund Records and Information Center  
5 Post Office Square, Suite 100 (OSRR02-3)  
Boston, MA 02109-3912

If you have technical questions concerning the Site, please contact Joseph LeMay, the Remedial Project Manager at 617-918-1323. If you have legal questions, or if your attorney wishes to communicate with EPA on your behalf, please contact Susan Scott, Senior Enforcement Counsel, U. S. Environmental Protection Agency, Office of Environmental Stewardship, One Congress Street, Suite 1100 (SES), Boston, MA 02114, or at 617-918-1778.

Due to the seriousness of the problem at the Site and the legal ramifications of your failure to respond properly, EPA strongly encourages you to give this matter your immediate attention and to respond to this Information Request within the time specified above. Thank you for your cooperation in this matter.

Sincerely,



Robert Cianciarulo, Chief  
Massachusetts Superfund Section  
Office of Site Remediation and Restoration

Enclosures

*Sent by electronic mail only*

cc: Susan Scott, Senior Enforcement Counsel, EPA Region I OES  
Joseph LeMay, EPA Region I Remedial Project Manager  
Heather Cote, EPA Region I Paralegal Specialist  
Patti Ludwig, EPA Region I CERCLIS Coordinator

**WELLS G & H**  
**ENCLOSURE A - INFORMATION REQUEST QUESTIONS**

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\* \*  
\* Period Being Investigated: 1950 to 1985 \*  
\* \*  
\*\*\*\*\*

In addition to the questions which follow in this enclosure (Enclosure A), this letter includes detailed Instructions for responding to this request (Enclosure B), Definitions of words such as "Respondent," "identify," and "property" used in the questions (Enclosure C), a Site Description (Enclosure D) a Declaration (Enclosure E), and copies of insurance policies issued by Respondent relating to the insured which were previously provided to EPA (Enclosure F). These enclosures appear at the end of the questions; please refer to them in answering all questions. Of particular importance:

- Answer each question with respect to the period being investigated (noted above) unless the question indicates otherwise.
- Answer all questions completely in accordance with the definitions and instructions.
- For each question, identify all persons and documents consulted in preparation of the answer and provide copies of all those documents.
- All information provided for which you are making a claim of business confidentiality or which contains personal privacy information should be contained on separate sheets and clearly marked as CONFIDENTIAL or PRIVACY MATERIAL.
- This request imposes a continuing obligation upon you to submit responsive information discovered after your original response is submitted to EPA.
- Complete the enclosed declaration (Enclosure E).

The Site: For the purposes of this Information Request letter, as set forth in the Definitions of Enclosure C (Item 10), Site shall refer to the Wells G & H Superfund Site in Woburn, MA.

## QUESTIONS

1. General Information about Respondent
  - a. Provide the full legal name and mailing address of the Respondent.
  - b. For each person answering these questions on behalf of Respondent, provide the:
    - i. full name;
    - ii. title;
    - iii. business address; and
    - iv. business telephone number.
2. Identify the time period(s) during which Respondent or Respondent's predecessor(s) placed insurance on behalf of John E. Whitney, Sr., John E. Whitney, Jr., Walter W. Whitney, Helen T. Whitney, Helen R. Whitney, Ruth J. Whitney, John E. Whitney, III and/or Whitney Barrel Co., Inc. (the "insured"). Provide the name and current whereabouts, if known, of any of the insured with whom Respondent or Respondent's predecessor(s) communicated and the nature of the communication.
3. Provide copies of all casualty, liability and/or pollution insurance policies, and any other insurance contracts referencing or relating to the property or issued to any of the insured from 1950 through 1985, including but not limited to comprehensive general liability, primary, umbrella and excess policies, as well as any environmental impairment liability, pollution legal liability, cleanup cost cap or stop loss policies, institutional controls, and post remediation care insurance. For your reference, Appendix F contains copies of insurance policies issued by Respondent relating to the insured which were previously provided to EPA.
4. If there are any such policies of which you are aware but have no copies, please provide the certificate(s) of insurance, if available. In instances where no copy of the policy or certificate of insurance can be found or obtained, please identify each such policy to the best of your ability by identifying:
  - a. The name and address of each insurer and of the insured;
  - b. The type of policy and policy numbers;
  - c. The kind of insurance (i.e., comprehensive general liability, automobile, environmental impairment liability, etc.);
  - d. The per occurrence or per accident policy limits of each policy;
  - e. Whether each such policy is "primary" or "excess"; and
  - f. The commencement and expiration dates of such policy.

5. To the extent not provided in Question 3 or 4 above, provide all other evidence of casualty, liability and/or pollution insurance issued to any of the insured from 1950 through 1985.
6. For each policy of insurance identified in response to Questions 3, 4 and 5 above, identify each person listed as an additional insured.
7. For each policy of insurance identified in response to Questions 3, 4 and 5 above, provide all insurance applications, underwriting, placing and marketing files, claim files, loss control files, and premium audits, as well as any accounting records including retrospective rating adjustments, for each such policy.
8. Identify all previous settlements by Respondent with any of the insured which relate in any way to environmental liabilities and/or to casualty, liability and/or pollution insurance coverage, including:
  - a. The date of the settlement;
  - b. The scope of release provided under such settlement; and
  - c. The amount of money paid pursuant to such settlement.

Provide copies of all such settlement agreements.

9. General Questions

- a. If not already included in your response, if you have reason to believe that there may be persons, including persons currently or formerly employed by Respondent or Respondent's predecessor(s), who are able to provide a more detailed or complete response to any of these questions or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.
- b. Describe all sources reviewed or consulted in responding to this request, including but not limited to:
  - i. the names of all individuals consulted;
  - ii. the current job title and job description of each individual consulted;
  - iii. the nature of all documents reviewed;
  - vii. the locations where those documents reviewed were kept prior to review; and
  - viii. the location where those documents reviewed are currently kept.
- c. Identify Respondent's policy with respect to document retention.

## WELLS G & H

### ENCLOSURE B - INSTRUCTIONS

1. Answer Every Question Completely. You are required to provide a separate answer to each and every question and subpart of a question set forth in this Information Request. Incomplete, evasive, or ambiguous answers shall constitute failure to respond to this Information Request and may subject you to the penalties set out in the cover letter.
2. Number Each Answer. Number each answer with the number of the question to which it corresponds.
3. Provide Information about the Period Being Investigated. You are required to answer each question with respect to the period being investigated, unless the question specifically states otherwise. If the response fails to address the period being investigated, EPA will consider this a failure to comply with the request and may take action against you for this noncompliance.
4. Provide the Best Information Available. You must provide responses to the best of Respondent's ability, even if the information sought was never put down in writing or if the written documents are no longer available. You should seek out responsive information from current and former employees/agents. Submission of cursory responses when other responsive information is available to the Respondent will be considered non-compliance with this Information Request.
5. Identify Sources of Answer. For each question, identify (see Definitions) all the persons and documents that you relied on in the preparation of your answer.
6. Submit Documents with Labels Keyed to Question. For each document produced in response to this Information Request, indicate on the document (or in some other reasonable manner) the number of the question to which it responds.
7. Continuing Obligation to Provide/Correct Information. If additional information or documents responsive to this Request become known or available to you after you respond to this Request, EPA hereby requests pursuant to CERCLA Section 104(e) that you supplement your response to EPA. Failure to supplement your response within 30 days of discovering such responsive information may subject you to \$37,500 per day penalties. If at any time after the submission of this response, you discover or believe that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response. If any part of the response to this Information Request is found to be false, the signatory to the response and the company may be subject to criminal prosecution.

8. Complete the Enclosed Declaration. You are required to complete the enclosed declaration which certifies that the information you are providing in response to this Information Request is true, accurate, and complete.
9. Confidential Information. The information requested herein must be provided even though you may contend that it includes confidential information or trade secrets. You may assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. §§9604(e)(7)(E) and (F), and 40 C.F.R. §2.2.03(b). All information claimed to be confidential should be contained on separate sheet(s) and should be clearly identified as "trade secret" or "proprietary" or "company confidential." In addition, please note that you bear the burden of substantiating your confidentiality claim. Your claim of confidentiality should be supported by the submission of information supporting such a claim; the type of information to be submitted is set out in 40 C.F.R. Part 2. Information covered by a claim of confidentiality will be disclosed by EPA only to the extent, and only by means of the procedures, provided in 40 C.F.R. §§2.201-2.311. **If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you.** You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.
10. Disclosure to EPA Contractor. Information which you submit in response to this Information Request may be disclosed by EPA to authorized representatives of the United States, even if you assert that all or part of it is confidential business information. Please be advised that EPA intends to disclose all responses to this Information Request to one or more of its private contractors listed in the attached EPA Contractor List for the purpose of organizing and/or analyzing the information contained in the responses to this Information Request. If you are submitting information which you assert is entitled to treatment as confidential business information, you may comment on this intended disclosure within fourteen (14) days of receiving this Information Request.
11. Personal Privacy Information. Personnel and medical files, and similar files the disclosure of which to the general public may constitute an invasion of privacy should be segregated from your responses, included on separate sheet(s), and marked as "Personal Privacy Information." You should note however, that unless prohibited by law, EPA may disclose this information to the general public without further notice to you.
12. Objections to Questions. While the Respondent may indicate that it objects to certain questions in this Information Request, it must provide responsive information notwithstanding those objections. To object without providing responsive information may subject Respondent to the penalties set out in the cover letter.

**EPA CONTRACTOR LIST**  
Updated April 2010

CONTRACTOR

CONTRACT NUMBER

ASRC Management Services, Inc.  
Subcontractor: Booz Allen Hamilton  
Effective: April 19, 2008

Contract # EP-S1-06-02

Industrial Economics, Inc.  
Effective: March 22, 2002

DOJ Contract # 02-C-0437  
(Subcontract 022-02-S-0110)

Eisenstein Malanchuk LLP  
Effective: September 1, 2007

Contract # EP-W-07-079

Sovereign Consulting, Inc.  
Subcontractor: TechLaw, Inc.  
Effective: July 1, 2006

START 8(a) Contract # EP-W-06-043

Mabbett & Associates, Inc.  
Effective: September, 2009

REPA4 Contract # EP-W-07-051



## WELLS G & H

### ENCLOSURE C - DEFINITIONS

All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, 42 U.S.C. Section 9601 et seq., RCRA, 42 U.S.C. Section 6901 et seq., or Volume 40 of the Code of Federal Regulations (CFR), in which case such statutory or regulatory definitions shall apply.

The following definitions shall apply to the following words as they appear herein:

1. The terms "you" or "Respondent" shall mean the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, successors, assigns, and agents, and any predecessor, parent or successor corporations or companies.
2. The term "person" as used herein, includes, in the plural as well as the singular, any natural person, firm, unincorporated association, partnership, corporation, trust or other entity.
3. The term "insured" shall mean John E. Whitney, Sr., John E. Whitney, Jr., Walter W. Whitney, Helen T. Whitney, Helen R. Whitney, Ruth J. Whitney, John E. Whitney, III and/or Whitney Barrel Co., Inc., individually, jointly or collectively.
4. The terms "document" and "documents" shall mean any method of recording, storing, or transmitting information. "Document" shall include but not be limited to:
  - a. Writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including (by way of illustration and not by way of limitation) any of the following:
    - i. invoice, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order;
    - ii. letter, correspondence, fax, telegram, telex, Email;
    - iii. minutes, memorandum of meetings and telephone and other conversations, telephone messages;
    - iv. agreement, contract, and the like;
    - v. log book, diary, calendar, desk pad, journal;
    - vi. bulletin, circular, form, pamphlet, statement;
    - vii. report, notice, analysis, notebook;
    - viii. graph or chart; or
    - ix. copy of any document.
  - b. Microfilm or other film record, photograph, or sound recording on any type of device;

- c. Any tape, disc, or other type of memory generally associated with computers and data processing, together with:
    - i. the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory; and
    - ii. printouts of such punch card, disc, or disc pack, tape or other type of memory; and
  - d. Attachments to or enclosures with any document as well as any document referred to in any other document.
5. The term “identify” or “provide the identity of” means, with respect to a natural person, to set forth:
- a. The person’s full name;
  - b. Present or last known business and home addresses and telephone numbers;
  - c. Present or last known employer (include full name and address) with job title, position or business; and
  - d. The person’s social security number.
6. The term “identify” or “provide the identity of” means, with respect to a corporation, partnership, business trust, government office or division, or other entity (including a sole proprietorship), to set forth:
- a. Its full name;
  - b. Complete street address;
  - c. Legal form (e.g., corporation, partnership, etc.);
  - d. The state under whose laws the entity was organized; and
  - e. A brief description of its business.
7. The term “identify” or “provide the identity of” means, with respect to a document, to provide:
- a. Its customary business description (e.g., letter, invoice);
  - b. Its date;
  - c. Its number if any (e.g., invoice or purchase order number);

- d. The identity of the author, addressor, addressee and/or recipient; and
  - e. A summary of the substance or the subject matter. Alternatively, Respondent may provide a copy of the document.
- 8. The term "the period being investigated" shall mean the period being investigated as specified on the first page of the Information Request Questions.
  - 9. The term the "property" shall mean the property located at 256 Salem Street, Woburn, Massachusetts which was owned by the following individuals at various times during the 1950 to 1985 time period: John E. Whitney, Sr., Helen T. Whitney, John E. Whitney, Jr., Walter W. Whitney, Helen T. Whitney, Helen R. Whitney, and Ruth J. Whitney and upon which these individuals operated a drum and tank reconditioning and recycling facility. It is believed that the property may have been mistakenly identified as located at 250 Salem Street, Woburn, Massachusetts on certain insurance policies issued by Respondent. Therefore, the term "property" shall also mean the property located at 250 Salem Street, Woburn, Massachusetts.
  - 10. The terms "the Site" shall mean and include the property on or about the 330 acres of land in Woburn, Massachusetts currently identified by the EPA as the Wells G & H Superfund Site (more fully described in Enclosure D, entitled Site Description).
  - 11. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
  - 12. The terms "waste" or "wastes" shall mean and include trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, and pollutants or contaminants, whether solid, liquid, or sludge, including but not limited to containers for temporary or permanent holding of such wastes.

## WELLS G & H

### ENCLOSURE D - SITE DESCRIPTION

Wells G & H were two municipal wells developed in 1964 and 1967 to supplement the water supply of the City of Woburn. The well supplied 30 percent of the city's drinking water. The population of the City of Woburn is approximately 36,000 people.

In 1979, city police discovered several 55-gallon drums of industrial waste abandoned on a vacant lot in the vicinity of the Site; these drums subsequently were removed. As a result of this finding, the nearby wells were tested and found to be contaminated. Both of these wells were shut down in 1979. Five separate properties were found to be the contributing sources of contamination to the aquifer that supplied the water to the two municipal wells. The Wells G & H Site covers a total area of 330 acres which encompass commercial and industrial parks, recreational and residential areas in East Woburn. The Site is bounded by Route 128 to the north, Route 93 to the east, the Boston and Maine Railroad to the west, and Salem Street and Cedar Street to the south. The area surrounding the Site is predominantly residential. The Aberjona River flows through the middle of the Site. Primary contaminants include volatile organic compounds including trichloroethylene (TCE) and tetrachloroethylene (PCE), polycyclic aromatic hydrocarbons (PAHs) and heavy metals.

The Southwest Properties are located in the Aberjona River Valley in the southwestern corner of the Wells G & H Superfund Site. Similar to many agriculturally and commercially developed valleys in New England, the Aberjona River Valley (including the Southwest Properties) was attractive to development because it has a relatively low topographic relief, is easily constructed upon, and is underlain by a valley-fill aquifer that is capable of supplying large quantities of water. As such, the Aberjona River Valley has a long history of industrial uses. The valley also has a lengthy agricultural history.

The primary identified Site contaminants in soils, sediments, and groundwater across the Southwest Properties include the following constituents, broken down by contaminant type:

- VOCs, including benzene, petroleum hydrocarbons, methyl tertiary butyl ether, tetrachloroethene, trichloroethene, and vinyl chloride;
- Semivolatile organic compounds, including benzo(a)anthracene and benzo(a)pyrene;
- Pesticides, such as alpha-chlordane and gamma chlordane;
- PCB Aroclors, such as 2,3',4'5-PentCB(118) and 3,3'4,4'5-PentaCB(126); and
- Metals, including arsenic, cadmium, chromium and lead.

Additional information regarding the Wells G & H Superfund Site can be found <http://www.epa.gov/region1/superfund>.

**WELLS G & H**  
**ENCLOSURE E - DECLARATION**

I declare under penalty of perjury that I am authorized to respond on behalf of

\_\_\_\_\_ and that the foregoing is complete, true,  
Respondent

and correct.

Executed on \_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title [if any]

**ENCLOSURE F**  
**INSURANCE POLICIES**

Policy No. 60 8 97 22 78

☒ New  
☐ Renewal

Massachusetts Standard Policy

# Peerless Insurance

Nationale Nederlanden U.S. Group

☒ Peerless Insurance Company  
☐ Excelsior Insurance Company  
☐ The Netherlands Insurance Company

Agent

**EDWARD P. GILGUN\***  
**Insurance Agency**

623 Main Street  
Woburn, MA 01801

\* now Ragnar Fridolin Agency

**Insured's Name and Mailing Address**

• JOHN E WHITNEY  
256 SALEM STREET  
WOBURN, MA. 01801

12-20-85

12-20-86

1

Inception (Mo. Day Yr.)

Expiration (Mo. Day Yr.)

Years

In case of fire notify the Company or its local Agent at once in writing.

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once. INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

AMOUNT	RATE	PREPAID TERM PREMIUM DUE AT INCEPTION	ANNUAL PAYMENT DUE UNDER DEF. PREM. PAY. PLAN	PERIL(S) Insured Against and Coverage(s) Provided (Insert Name of Each)
\$ 100,000	\$ .377	\$ 377.00	\$	FIRE AND LIGHTNING
XXXXXXX	\$ .134	\$ 134.00	\$	EXTENDED COVERAGE
	\$ .009	\$ 9.00	\$	V & MM
	\$	\$	\$	
\$ TOTAL PREMIUM FOR POLICY TERM UNDER D. P. P. P.	TOTAL(S)	\$ 520.00	\$	

Item No.	Amount Fire or Fire and Extended Cov- erage, or Other Peril	Per Cent of Co-Insurance Applicable	DEDUCTIBLE AMOUNT	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.
1.	\$ 100,000	80%	\$500.	COVERAGE A-ON THE ONE STORY PRE-FAB STEEL BLDG. OCCUPIED FOR STORAGE SITUATED: 256 R. SALEM STREET, WOBURN, MA.

Subject to Form No(s).

INSERT FORM NUMBER(S) AND EDITION DATE(S)

attached hereto.

PF743(11-77), CF0109(6-82), CF0124(12-79), CF0011(1-83)  
Mortgage Interest: Subject to the mortgage provisions, loss, if any, on real estate, shall be payable to:

WOBURN BANK & TRUST CO COMMON ST WOBURN, MA 01801

This policy shall not be valid unless countersigned by the duly authorized agent of the Company at

WOBURN, MA.

Countersignature Date

4/1/84

Agent

3-28 ew

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium above specified, this Company, for the term of years specified above from inception date shown above At 12:01 A.M. (Standard Time) to expiration date shown above At 12:01 A.M. (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

**Concealment, fraud.** This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

**Uninsurable and excepted property.** This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

**Perils not included.** This company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in the neighboring premises; (j) nor shall this company be liable for loss by theft.

**Other insurance.** Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

**Conditions suspending or restricting insurance.** Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of the insured; or (b) while the described premises, whether intended for occupancy by owner or tenant, are vacant or unoccupied beyond a period of sixty consecutive days for residential premises of three units or less and thirty consecutive days for all other premises; or (c) as a result of explosion or riot, unless fire ensues, and in that event for loss by fire only.

**Other perils or subjects.** Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

**Added provisions.** The extent of the application of insurance under this policy and of the contribution to be made by this company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

**Waiver provisions.** No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this company relating to appraisal or to any examination provided for herein.

**Cancellation of policy.** This policy shall be cancelled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this company by giving to the insured a five days written notice of cancellation, and to the mortgagee to whom this policy is payable twenty days written notice of cancellation except where the stated reason for cancellation is nonpayment of premium where, in such instance, this policy may be cancelled at any time by this company by giving to the insured a ten days written notice of cancellation, and the mortgagee a twenty days written notice of cancellation, with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium, if not tendered, will be refunded on

demand and shall state or be accompanied by a statement of the specific reason or reasons for such cancellation. After this policy has been in effect for sixty days, or after sixty days from any anniversary date, no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of the policy, of one or more of the following: (1) nonpayment of premium; (2) conviction of a crime arising out of a increasing the hazard insured against; (3) discovery of fraud or material misrepresentation by the insured in obtaining the policy; (4) discovery of willful or reckless acts or omissions by the insured increasing the hazard insured against; (5) physical changes in the property insured which result in the property becoming uninsurable; or (6) a determination by the commissioner that continuation of the policy would violate or place the insurer in violation of the law. Where the stated reason is nonpayment of premium, the insured may continue the coverage and avoid the effect of the cancellation by payment at any time prior to the effective date of cancellation.

**Mortgagee interests and obligations.** Notwithstanding any other provisions of this policy, if this policy shall be made payable to a mortgagee of the covered real estate, no act or default of any person other than such mortgagee or his agent or those claiming under him, whether the same occurs before or during the term of this policy, shall render this policy void as to such mortgagee nor affect such mortgagee's right to recover in case of loss on such real estate: provided, that the mortgagee shall on demand pay according to the established scale of rate for any increase of risk not paid for by the insured; and whenever this company shall be liable to a mortgagee for any sum for loss under this policy for which no liability exists as to the mortgagor, or owner, and this company shall elect by itself, or with others, to pay the mortgagee the full amount secured by such mortgage, then the mortgagee shall assign and transfer to the company interested, upon such payment, the said mortgage together with the note and debt thereby secured.

**Pro rata liability.** This company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved.

**Requirements in case loss occurs.** The insured shall give immediate written notice to this company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed and damaged property, showing in detail the quantity, description, actual cash value and amount of loss claimed; and the insured shall forthwith render to this company a signed, sworn statement in proof of loss which sets forth to the best knowledge and belief of the insured the following: the time and cause of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupancy, location, possession or exposures of said property, since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and detailed estimates for repair of the damage. The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, or subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.



**When loss payable.** In case of any loss or damage, the company, within thirty days after the insured shall have submitted a statement, as provided in the preceding clause, shall either pay the amount for which it shall be liable, which amount if not agreed upon, shall be ascertained by award of referees as hereinafter provided, or replace the property with other of the same kind and goodness; or it may, within fifteen days after such statement is submitted, notify the insured of its intention to rebuild or repair the premises, or any portion thereof separately covered by this policy, and shall thereupon enter upon said premises and proceed to rebuild or repair the same with reasonable expedition. It is moreover understood that there can be no abandonment of the property described to the company, and that the company shall not in any case be liable for more than the sum insured, with interest thereon from the time when the loss shall become payable, as above provided. The company shall be liable for the payment of interest to the insured at a rate of one per cent over the prime interest rate on the agreed figure commencing thirty days after the date an executed proof of loss for such figure is received by the company, said interest to continue so long as the claim remains unpaid.

**Reference.** In case of loss under this policy and a failure of the parties to agree as to the amount of loss, it is mutually agreed that the amount of such loss shall be referred to three disinterested men, the company and the insured each choosing one out of three persons to be named by the other, and the third being selected by the two so chosen; and the award in writing

by a majority of the referees shall be conclusive and final upon the parties as to the amount of loss or damage, and such reference, unless waived by the parties, shall be a condition precedent to any right of action in law or equity to recover for such loss; but no person shall be chosen or act as a referee against the objection of either party, who has acted in a like capacity within four months.

**Suit.** No suit or action against this company for the recovery of any claim by virtue of this policy shall be sustained in any court of law or equity in this commonwealth unless commenced within two years from the time the loss occurred; provided, however, that if, within said two years, in accordance with the provisions of the preceding paragraph, the amount of the loss shall have been referred to arbitration after failure of the parties to agree thereon, the limitation of time for bringing such suit or action shall in no event be less than ninety days after a valid award has been made upon such reference or after such reference or award has been expressly waived by the parties. If suit or action upon this policy is enjoined or abated, suit or action may be commenced at any time within one year after the dissolution of such injunction, or the abatement of such suit or action, to the same extent as would be possible if there was no limitation of time provided herein for the bringing of such suit or action.

**Subrogation.** This company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this company.

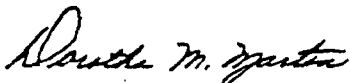
In Witness Whereof, the Company identified on the declarations page has caused this policy to be executed and attested on its behalf, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized representative of the company.



Joseph P. Tracy, Secretary  
of Peerless Insurance Company  
The Netherlands Insurance Company  
Keene, New Hampshire



Albert R. Kober, President  
of Peerless Insurance Company  
The Netherlands Insurance Company  
Keene, New Hampshire



Dorothea M. Martin, Secretary  
of Excelsior Insurance Company  
Syracuse, New York



Stephen E. Whiton, President  
of Excelsior Insurance Company  
Syracuse, New York

The Massachusetts Standard Policy is amended by the following endorsement:

#### MASSACHUSETTS AMENDATORY ENDORSEMENT

Based on CF 01 09 (Ed. 06 82)

1. With respect to the perils of fire or lightning, this policy insures against all loss to the property covered caused by the perils of fire or lightning.

2. The Mortgagee Clause is deleted and the following Loss Payable Clause is substituted:

**LOSS PAYABLE CLAUSE:** If a mortgagee, or mortgagees, is named on the first page of this policy or by endorsement thereto, loss, if any, on real estate is payable to such mortgagee, or mortgagees, as the rests of such mortgagee, or mortgagees, may appear in order of their priority, under any present or future mortgage, or mortgages, of

the within described real estate (but in no event to exceed the amount of insurance named in the within policy).

3. Notwithstanding any provision to the contrary of any general or special law:

A. This company shall, before paying any claim for loss or damage to real property from any peril where the amount of the loss payable under this policy equals or exceeds five thousand dollars, first require the insured to submit to this company a certificate of municipal liens from the collector of taxes of the city or town wherein the property is located.

B. This company shall pay to the city or town any amount shown as outstanding on the certificate of municipal liens arising from the provisions of Chapters 40 Power and Duties of Cities and Towns, 59 Assessment of Local Taxes, 60 Taxation, 80 Betterments and 83 Sewers, Drains and Sidewalks of the Massachusetts General Law, to the extent of the amount of loss payable under this policy.

C. The claim of the city or town for such amounts shall have priority over the claim of any insured owner, mortgagee, assignee or other interested party except where otherwise provided by the laws of the United States.

D. This company shall not be liable to any insured owner, mortgagee, assignee, city or town, or other interested party for amounts disbursed to a city or town or for amounts not disbursed to the city or town based upon a certificate indicating the nonexistence of any municipal liens.

E. Paragraphs 3.A, 3.B, 3.C and 3.D above shall not apply to any owner occupied one, two, three or four family dwelling if the owner of said dwelling was domiciled therein at the time the claim for loss or damage arose.

4. This company shall not pay any claim covering:

(a) Any loss, damage, or destruction to a building or other structure, amounting to one thousand dollars or more, or

(b) Any loss, damage, or destruction of any amount, which causes the condition of a building or other structure to become dangerous to life or limb or to become unused, uninhabited or abandoned and open to the weather as provided under Section 6 of Chapter 143 of the Massachusetts General Laws,

without having at least ten days previously, given written notice to the Building Commissioner or the appointed Inspector of Buildings, and to the Board of Health or the Board of Selectmen of the city or town in which the

property is located.

If at any time prior to payment the city or town notifies this company by certified mail of its intent to initiate proceedings designed to perfect a lien pursuant to Massachusetts General Law:

(1) Chapter 143 Public Safety and Good Order

(a) Section 3A—enforcement of State building code as to structures or buildings;

(b) Section 9—penalties for refusal to remove or repair dangerous or abandoned structures or buildings; or

(2) Chapter 111 Public Health

Section 127B—authority of the Board of Health to recondition or demolish the unfitted dwelling for human habitation, premises or structure,

the said payment shall not be made while the said proceedings are pending; provided, however, that the said proceedings are initiated within thirty days of receipt of such notification.

Any lien perfected pursuant to the Massachusetts General Laws referred to in the preceding paragraph shall extend to and may be enforced by the city or town against the proceeds of this policy.

This company shall not be liable to any insured owner, mortgagee, assignee, city or town, or other interested party for amounts disbursed to a city or town, or for amounts not disbursed to a city or town under the above provisions.

5. The provisions of the policy pertaining to vacancy or unoccupancy are amended to include the following limitation:

This company shall not be liable for loss caused by fire or lightning occurring while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty (60) consecutive days for residential premises of three units or less and thirty (30) consecutive days for all other premises.



PEERLESS INSURANCE COMPANY

The Netherlands Insurance Company



67 MAPLE AVENUE KEENE, NEW HAMPSHIRE 03431

DEDUCTIBLE ENDORSEMENT

	FIRE	ECC	VMM	
Basis of Insurance \$ <u>BLDG.</u> Full Coverage Rate	<u>.410</u>	<u>.146</u>	<u>.010</u>	
Deductible Amount \$ <u>500.</u> Credit for Deductible Amount	<u>8 %</u>	<u>8 %</u>	<u>8 %</u>	<u>.8 %</u>
Limit of Liability \$ <u>100,000</u> Rate for Deductible Insurance after Credit	<u>377</u>	<u>134</u>	<u>009</u>	

1. Except in case of total loss or damage occurring by reason of the peril of Fire of Lightning (in which case the amount of insurance shall apply without deductible) each claim for loss or damage (separately occurring) shall be adjusted separately and from each such adjusted claim the sum of the deductible specified above shall be deducted. In the event of any recovery and/or salvage on a loss which has been or is being or is about to be paid hereunder, such recovery and/or salvage shall accrue entirely to be benefit of this Company under this policy until the sum paid by them has been made up.
2. The Deductible specified above shall apply separately to each:  

<u>yy</u> Occurrence	(Indicate one) except _____
_____ Location	_____
_____ Item	_____
3. It is a condition of this policy that the Deductible amount specified shall be solely at the risk of the insured, and shall not be covered under any other policy of insurance, except as provided in Paragraph 4.
4. No additional insurance shall be permitted unless permission is granted by the completion of the following:
  - A. Permission is granted to carry additional insurance in the amount of \$ \_\_\_\_\_ applying to property situated at \_\_\_\_\_ which shall be deemed to be concurrent insurance.
  - B. When additional concurrent insurance is carried in accordance with Item A of this Paragraph, the deductible amount specified herein shall apply to this policy, only to the extent of the pro rata proportion which this policy bears to the total permitted insurance.
  - C. Additional insurance carried in accordance with the foregoing shall be added to the sum set forth in this policy as "Basis of Insurance" for the purpose of determining compliance with any coinsurance, contribution, average, or distribution clause.
  - D. Additional insurance which is permitted by the terms of this endorsement shall not violate the conditions of Paragraph 3, whether or not such additional insurance contains a deductible clause.

(OVER)

E. When additional insurance is not disclosed and permission granted hereunder, the full amount of the deductible shall apply to any losses apportioned to this policy.

5. In consideration of the reduced rate(s) at which this insurance is written, this Company shall in no event be liable with respect to any one loss for an amount greater than its pro rata proportion of the sum set forth as "Limit of Liability," or if more than one location be insured hereunder with a specific "Limit of Liability" applicable to each location, in no event shall this Company be liable with respect to any location for an amount greater than its pro rata proportion of the "Limit of Liability" applicable thereto.
6. It is a condition of this policy that any coinsurance, contribution, average or distribution clause, which may be a part hereof, shall apply to the full value of the property insured without reduction for the amount of the deductible specified herein, and that such deductible shall apply after any penalty has been assessed by the application of such coinsurance, contribution, average or distribution clause. For the purpose of determining compliance with any such coinsurance, contribution, average or distribution clause, the sum set forth as "Basis of Insurance" shall be applied to the full value of the property as aforesaid.

Attached to and forming part of Policy No. \_\_\_\_\_ of the \_\_\_\_\_

Dated \_\_\_\_\_ Agent \_\_\_\_\_



## AMENDATORY ENDORSEMENT

In consideration of the premium charged, this endorsement is made a part of this policy.

### 1. Personal Property of the Insured:

The following words are deleted from the Coverage B—Personal Property of the Insured definition:

"usual to the occupancy of the named insured".

### 2. Subrogation:

The following clause is substituted for the Subrogation Clause:

**Subrogation Waiver Clause:** This insurance shall not be invalidated should the insured waive in writing any or all right of recovery against any party for loss. Provided, however, that in the event the insured waives only a part of his rights against any particular third party, this Company shall be subrogated with respect to all rights of recovery which the insured may retain against any such third party for loss from the perils insured against to the extent that payment therefor is made by this Company; all subject to the following additional provisions:

- (a) If made before loss has occurred, such agreement may run in favor of any third party;
- (b) If made after loss has occurred, such agreement may run only in favor of a third party falling within one of the following categories at the time of loss:

- (1) A third party insured under this policy; or
- (2) A corporation, firm, or entity (a) owned or controlled by the named insured or in which the named insured owns capital stock or other proprietary interest, or (b) owning or controlling the named insured or owning or controlling capital stock or other proprietary interest in the named insured; or

- (3) A tenant of the named insured.

### 3. Permits and Use:

The following clause is substituted for the Permits and Use Clause:

**Permits and Use:** Except as otherwise provided, permission is granted:

- A. To make additions, alterations and repairs. This policy, insofar as it covers building(s) or structure(s), is extended to cover additions, alterations and repairs, when not otherwise covered by insurance, including temporary structures constructed on site, materials, equipment and supplies therefor on or within 100 feet of the described premises; and this policy, insofar as it covers contents, is extended to cover in such additions. This provision does not waive or modify any of the conditions of the Automatic Sprinkler Clause, if any, attached to this policy.
- B. For such unoccupancy as is usual or incidental to the described occupancy ("unoccupied" or "unoccupancy" means containing contents

pertaining to the occupancy of the building while operations or other customary activities are suspended).

- C. For the described building(s) to be vacant without limit of time, subject to a 15% reduction in the amount of loss payment otherwise due under this policy while the involved building(s) is vacant beyond a period of 60 consecutive days. This penalty will not be applicable during the period of any extension whereby the 60 day period is extended by endorsement.

("Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building. A building in the course of construction shall not be considered vacant.)

These provisions do not apply to the perils of vandalism or malicious mischief or sprinkler leakage.

- D. For increased hazards and for change in use or occupancy.
- E. Without prejudice to this insurance, for there to be errors in stating the name, number, street or location of any building(s) covered hereunder, or of building(s) and personal property if covered under a single item of insurance where there is no wilful concealment or misrepresentation.
- F. In the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the named insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by a peril insured hereunder shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the named insured shall protect the property from further damage.

### 4. Extensions of Coverage:

In the General Property Form, the following is substituted for the first paragraph under Section III—Extensions of Coverage, Item 3. Newly Acquired Property:

#### Newly Acquired Property

- A. The named insured may apply up to 25% the amount of insurance for Coverage A—Building(s) to cover direct loss by a peril insured against to the following described property:

In the Special Building Form, the following words are deleted from Item A. Newly Acquired Property under Section IV—Extensions of Coverage:

"but not exceeding \$ 100,000"



## MASSACHUSETTS AMENDATORY ENDORSEMENT

CF 01 09  
(Ed. 06 82)

1. With respect to the perils of fire or lightning, this policy insures against all loss to the property covered caused by the perils of fire or lightning.

2. The Mortgagee Clause is deleted and the following Loss Payable Clause is substituted:

**LOSS PAYABLE CLAUSE:** If a mortgagee, or mortgagees, is named on the first page of this policy or by endorsement thereto, loss, if any, on real estate is payable to such mortgagee, or mortgagees, as the interests of such mortgagee, or mortgagees, may appear in order of their priority, under any present or future mortgage, or mortgages, of the within described real estate (but in no event to exceed the amount of insurance named in the within policy).

3. Notwithstanding any provision to the contrary of any general or special law:

A. This company shall, before paying any claim for loss or damage to real property from any peril where the amount of the loss payable under this policy equals or exceeds five thousand dollars, first require the insured to submit to this company a certificate of municipal liens from the collector of taxes of the city or town wherein the property is located.

B. This company shall pay to the city or town any amount shown as outstanding on the certificate of municipal liens arising from the provisions of Chapters 40 Power and Duties of Cities and Towns, 59 Assessment of Local Taxes, 60 Taxation, 80 Betterments and 83 Sewers, Drains and Sidewalks of the Massachusetts General Law, to the extent of the amount of loss payable under this policy.

C. The claim of the city or town for such amounts shall have priority over the claim of any insured owner, mortgagee, assignee or other interested party except where otherwise provided by the laws of the United States.

D. This company shall not be liable to any insured owner, mortgagee, assignee, city or town, or other interested party for amounts disbursed to a city or town or for amounts not disbursed to the city or town based upon a certificate indicating the nonexistence of any municipal liens.

E. Paragraphs 3.A, 3.B, 3.C and 3.D above shall not apply to any owner occupied one, two, three or four family dwelling if the owner of said dwelling was domiciled therein at the time the claim for loss or damage arose.

4. This company shall not pay any claim covering:

(a) Any loss, damage, or destruction to a building or other structure, amounting to one thousand dollars or more, or

(b) Any loss, damage, or destruction of any amount, which causes the condition of a building or other structure to become dangerous to life or limb or to become unused, uninhabited or abandoned and open to the weather as provided under Section 6 of Chapter 143 of the Massachusetts General Laws,

without having at least ten days previously, given written notice to the Building Commissioner or the appointed Inspector of Buildings, and to the Board of Health or the Board of Selectmen of the city or town in which the property is located.

If at any time prior to payment the city or town notifies this Company by certified mail of its intent to initiate proceedings designed to perfect a lien pursuant to Massachusetts General Law:

(1) Chapter 143 Public Safety and Good Order

(a) Section 3A—enforcement of State building code as to structures or buildings;

(b) Section 9—penalties for refusal to remove or repair dangerous or abandoned structures or buildings; or

(2) Chapter 111 Public Health

Section 127B—authority of the Board of Health to recondition or demolish the unfit dwelling for human habitation, premises or structure,

the said payment shall not be made while the said proceedings are pending; provided, however, that the said proceedings are initiated within thirty days of receipt of such notification.

Any lien perfected pursuant to the Massachusetts General Laws referred to in the preceding paragraph shall extend to and may be enforced by the city or town against the proceeds of this policy.

This Company shall not be liable to any insured owner, mortgagee, assignee, city or town, or other interested party for amounts disbursed to a city or town, or for amounts not disbursed to a city or town under the above provisions.

5. The numbered line provisions of this policy are amended by adding the following before the "or" in line 37:

for residential premises of three units or less and thirty (30) consecutive days for all other premises

6. The provisions of the policy pertaining to vacancy or unoccupancy are amended to include the following limitation:

This Company shall not be liable for loss caused by fire or lightning occurring while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty (60) consecutive days for residential premises of three units or less and thirty (30) consecutive days for all other premises.

7. The cancellation provisions of this policy are replaced by the following:

This policy shall be cancelled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this company by giving to the insured a five days written notice of cancellation, and to the mortgagee to whom this policy is payable twenty days' written notice of cancellation except where the stated reason for cancellation is nonpayment of premium where, in such instance, this policy may be cancelled at any time by this company by giving to the insured a ten days written notice of cancellation, and the mortgagee a twenty days written notice of cancellation, with or without tender of the excess paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand and shall state or be accompanied by a statement of the specific reason or reasons for such cancellation. After this policy has been in effect for sixty days, or after sixty days from any anniversary date, no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of the policy, of one or more of the following: (1) nonpayment of premium; (2) conviction of a crime arising out of acts increasing the hazard insured against; (3) discovery of fraud or material misrepresentation by the insured in obtaining the policy; (4) discovery of willful or reckless acts or omissions by the insured increasing the hazard insured against; (5) physical changes in the property insured which result in the property becoming uninsurable; or (6) a determination by the commissioner that continuation of the policy would violate or place the insurer in violation of the law. Where the stated reason is nonpayment of premium, the insured may continue the coverage and avoid the effect of the cancellation by payment at any time prior to the effective date of cancellation.



## MASSACHUSETTS AMENDATORY ENDORSEMENT

CF 01 09  
(Ed. 06 82)

8. The provisions of the policy pertaining to requirements in case of loss or damage are replaced by the following:

The insured shall give immediate written notice to this company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed and damaged property, showing in detail the quantity, description, actual cash value and amount of loss claimed; and the insured shall forthwith render to this company a signed, sworn statement in proof of loss which sets forth to the best knowledge and belief of the insured the following: the time and cause of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes

in the title, use, occupancy, location, possession or exposures of said property, since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and detailed estimates for repair of the damage. The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.



## GENERAL PROPERTY FORM

CF 00 11  
(Ed. 01 83)

Insurance applies only to item(s) specifically described in this policy for which an amount of insurance is shown and, unless otherwise provided, all provisions and stipulations of this form and policy shall apply separately to each such item.

### SECTION I—PROPERTY COVERED

When the insurance under this policy covers "Building(s)", "Personal Property of the Insured", or "Personal Property of Others" such insurance shall cover in accordance with the following description(s) of coverage.

**COVERAGE A—BUILDING(S):** Building(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building; yard fixtures; personal property of the named insured used for the maintenance or service of the described building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (but not including other personal property in apartments or rooms furnished by the named insured as landlord); all while at the described locations.

**COVERAGE B—PERSONAL PROPERTY OF THE INSURED:** Personal property of the insured means only business personal property, owned by the named insured usual to the occupancy of the named insured, including bullion, manuscripts, furniture, fixtures, equipment and supplies, not otherwise covered under this policy, and shall also include the named insured's interest in personal property owned by others to the extent of the value of labor, materials and charges furnished, performed or incurred by the named insured; all while (1) in or on the described buildings, or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

**DEBRIS REMOVAL:** This insurance covers expense incurred in the removal of debris of the property covered, which may be occasioned by loss caused by any of the perils insured against in this policy.

The total liability under this policy for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this policy to the property covered.

This Company shall not be liable for a greater proportion of such debris removal expense than the amount of insurance under this policy bears to the whole amount of insurance covering the property against the peril causing the loss, whether or not other insurance covers such expense.

This coverage shall also include Tenant's Improvements and Betterments, when not otherwise specifically covered. Tenant's Improvements and Betterments means the named insured's use interest in fixtures, alterations, installations or additions comprising a part of the buildings occupied but not owned by the named insured and made or acquired at the expense of the named insured exclusive of rent paid by the named insured, but which are not legally subject to removal by the named insured.

**COVERAGE C—PERSONAL PROPERTY OF OTHERS:** This insurance shall cover for the account of the owner(s) (other than the named insured) personal property belonging to others in the care, custody or control of the named insured, while (1) in or on the described buildings, or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

Loss shall be adjusted with the named insured for the account of the owner(s) of the property, except the right to adjust such loss with the owner(s) is reserved to this Company and the receipt(s) of the owner(s) in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payment(s) has been made. This coverage shall not otherwise benefit the named insured nor any carrier or other bailee.

### SECTION II—PROPERTY NOT COVERED

#### A. THIS POLICY DOES NOT COVER:

1. Animals and pets;
2. Aircraft, watercraft, including motors, equipment and accessories (except rowboats and canoes while out of water and on the described premises);
3. Growing crops and lawns;
4. Personal property while waterborne;
5. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance;
6. Personal property in which parties other than the named insured also have an insurable interest, when the named insured's interest in said property is otherwise covered by insurance.

#### B. THIS POLICY DOES NOT COVER THE FOLLOWING PROPERTY UNLESS SPECIFICALLY DESCRIBED ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT:

1. Vehicles designed for use on public thoroughfares;

THE ABOVE EXCLUSIONS SHALL NOT APPLY TO THE FOLLOWING PROPERTY WHEN HELD FOR SALE OR SOLD BUT NOT DELIVERED:

1. Animals and pets;
2. Watercraft, including motors, equipment and accessories, while not afloat;
3. Outdoor trees, shrubs and plants.

2. Outdoor signs, whether or not attached to a building or structure;
3. Outdoor trees, shrubs and plants, except as provided in Section II—Extensions of Coverage;
4. Outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls not constituting a part of buildings; walks, roadways and other paved surfaces.

#### C. THIS POLICY DOES NOT COVER THE FOLLOWING PROPERTY WHEN SECTION IV—COINSURANCE CLAUSE APPLIES, UNLESS ADDED BY ENDORSEMENT:

1. Cost of excavations, grading or filling;
2. Foundations of buildings, machinery, boilers or engines which foundations are below the undersurface of the lowest basement floor, or where there is no basement, below the surface of the ground;
3. Piling, piers, pipes, flues and drains which are underground;
4. Piling which are below the low water mark.

### SECTION III—EXTENSIONS OF COVERAGE

(THIS SECTION IS APPLICABLE ONLY WHEN 80% OR HIGHER COINSURANCE CLAUSE APPLIES)

When the named insured elects to apply the following Extensions of Coverage:

A. The liability of this Company for loss in any one occurrence, including loss under these Extensions, shall not exceed the amount of insurance applicable to the coverage(s) being extended, except as provided under Extension No. 1.

B. This company shall not be liable for a greater proportion of any loss than would have been the case if all fire insurance policies covering the described property had contained an identical Extension of Coverage and the same election were made under all such policies.

C. When there is other insurance, whether collectible or not, this Company shall not be liable for more than its pro rata share of the amounts set forth in these Extensions of Coverage.

**1. PERSONAL PROPERTY OF OTHERS:** The named insured may apply at each location up to 2%, but not exceeding \$2,000, of the amount of insurance for Coverage B—Personal Property of the Insured at such location, as an additional amount of insurance, to cover for the account of the owner(s) (other than the named insured), direct loss by a peril insured against to personal property similar to that covered by this policy, belonging to others in the care, custody or control of the named insured, while (1) in or on the described buildings, or (2) in the open (including within vehicles) on or within 100 feet of the described premises.

Loss shall be adjusted with the named insured for the account of the owner(s) of the property, except that the right to adjust such loss with the owner(s) is reserved to this Company and the receipt(s) of the owner(s) in satisfaction thereof shall be in full satisfaction of any claim by the named insured for which payment(s) has been made. This Extension of Coverage shall not otherwise benefit the named insured nor any carrier or other bailee.

**2. OFF-PREMISES:** The named insured may apply up to 2%, but not exceeding \$5,000 nor less than \$1,000, of the sum of the amount(s) of insurance for Coverage A—Building(s) and Coverage B—Personal Property of the Insured.



sured at a described location, to cover direct loss by a peril insured against to such property, other than merchandise or stock (raw, in process, or finished), owned by the named insured. Coverage for property under Coverage A—Building(s) applies only while such property is temporarily removed for uses of cleaning, repairing, reconstruction or restoration.

Extension of Coverage shall: (a) not apply to property in transit nor to property on any premises owned, leased, operated or controlled by the named insured; (b) not apply except as excess over the amount due from any other insurance covering the property, whether collectible or not; (c) not directly or indirectly benefit any carrier or other bailee.

### 3. NEWLY ACQUIRED PROPERTY:

A. The named insured may apply up to 10%, but not exceeding \$25,000, of the amount of insurance for Coverage A—Building(s) to cover direct loss by a peril insured against to the following described property:

(1) New buildings and new structures being constructed on the described premises and intended for similar occupancy. This coverage shall cease 30 days from the date construction begins or on the date the values of new construction are reported to this Company, or on the expiration date of the policy, whichever occurs first.

(2) Buildings acquired by the named insured at any location, elsewhere than at the described premises, within the fifty states of the United States of America and the District of Columbia and used by him for similar occupancies or warehouse purposes. This coverage shall cease 30 days from the date of such acquisition or on the date values of the buildings are reported to this Company, or on the expiration date of the policy, whichever occurs first.

B. The named insured may apply up to 10%, but not exceeding \$10,000, of the amount of insurance for Coverage B—Personal Property of the insured to cover direct loss in any one occurrence by a peril insured against to such property at any location (except fairs and exhibitions) acquired by the named insured, elsewhere than at the described premises, within the fifty states of the United States of America and the District of Columbia. This coverage shall cease 30 days from the date of such acquisition or on the date values at such

locations are reported to this Company, or on the expiration date of the policy, whichever occurs first.

Additional premium shall be due and payable for values so reported from the date construction begins or the property is acquired.

4. **PERSONAL EFFECTS:** The named insured may apply up to 5%, but not exceeding \$500, of the amount of insurance for Coverage B—Personal Property of the insured to cover direct loss by a peril insured against to personal effects while located on the described premises, belonging to the named insured, officers, partners or employees thereof, and limited to \$100 on personal effects owned by any one individual. This Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectible or not, or which would have been covered by such other insurance in the absence of this policy. At the option of this Company, loss under this Extension of Coverage may be adjusted with and payable to the named insured.

5. **VALUABLE PAPERS AND RECORDS:** The named insured may apply up to 5%, but not exceeding \$500, of the amount of insurance for Coverage B—Personal Property of the insured at a described location to cover direct loss by a peril insured against under this policy to valuable papers and records. This Extension of Coverage covers only the cost of research and other expense necessarily incurred by the named insured to reproduce, replace, or restore such valuable papers and records consisting of computer programs and books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the named insured at such location(s).

6. **OUTDOOR TREES, SHRUBS AND PLANTS:** The named insured may apply up to 5%, but not exceeding \$1,000, of the sum of the amount(s) of insurance for Coverage A—Building(s) and Coverage B—Personal Property of the insured to cover outdoor trees, shrubs and plants at the location(s) described in this policy against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against. This Company shall not be liable for more than \$250 on any one tree, shrub or plant, including debris removal expense.

## SECTION IV—COINSURANCE CLAUSE

(THIS CLAUSE VOID UNLESS A PERCENTAGE IS SPECIFIED IN THE APPROPRIATE SPACE ON THE FIRST PAGE OF THIS POLICY OR BY ENDORSEMENT)

This Company shall not be liable for a greater proportion of any loss to the property covered than the amount of insurance under this policy for such property bears to the amount produced by multiplying the actual cash value of the property at the time of the loss by the coinsurance percentage applicable (specified on the first page of this policy, or by endorsement).

In the event that the aggregate claim for any loss is both less than \$10,000 and less than 5% of the total amount of insurance applicable to the

property involved at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, providing that nothing herein shall be construed to waive the application of the first paragraph of this clause.

The value of property covered under Extensions of Coverage, and the cost of the removal of debris, shall not be considered in the determination of actual cash value when applying the Coinsurance Clause.

## SECTION V—DEDUCTIBLE CLAUSE

The sum of \$100 shall be deducted from the amount of loss to property in any one occurrence resulting from any of the perils insured against. This deductible shall apply separately to each building (including personal property therein), separately to personal property in each building if no coverage is provided on the containing building and separately to personal

property in the open (including within vehicles). The aggregate amount of this deductible in any one occurrence shall not exceed \$1,000.

This deductible shall not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rent or Rental Value or Leasehold Interest.

## SECTION VI—PERILS INSURED AGAINST

This policy insures against all direct loss caused by:

### 1. FIRE OR LIGHTNING.

2. **REMOVAL,** meaning loss by removal of the property covered hereunder from premises endangered by the perils insured against, and the amount of insurance applies pro rata for 5 days at each proper place to which such property shall necessarily be removed for preservation from the perils insured against.

*This policy is extended to insure against direct loss by Windstorm, Hail, Smoke, Explosion, Riot, Riot Attending A Strike, Civil Commotion, Aircraft And Vehicles as hereinafter provided, only when premium for EXTENDED COVERAGE is shown on the first page of this policy or by endorsement.*

3. **WINDSTORM OR HAIL,** excluding loss caused directly or indirectly by frost or cold weather, or ice (other than hail), snow or sleet, whether driven by wind or not.

A. This Company shall not be liable for loss to the interior of the building(s) or the property covered therein caused:

(1) by rain, snow, sand or dust, whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct action of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building(s) through openings in the roof or walls made by direct action of wind or hail; or (2) by water from sprinkler equipment

or from other piping, unless such equipment or piping be damaged as a direct result of wind or hail.

B. This Company shall not be liable for Windstorm or Hail damage to the following property:

(1) Windmills, wind pumps or their towers;

(2) Crop silos or their contents;

(3) Metal smokestacks; or

(4) When outside of buildings,

(a) Grain, hay, straw or other crops,

(b) Trees, shrubs or plants,

(c) Awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports,

(d) Radio or television antennas, including their lead-in wiring, masts or towers.

4. **SMOKE,** meaning sudden and accidental damage from smoke, other than smoke from agricultural smudging or industrial operations.

5. **EXPLOSION,** including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

A. This Company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the insured.

B. The following are not explosions within the intent or meaning of these provisions:

- (1) Shock waves caused by aircraft, generally known as "sonic boom".
- (2) Electric arcing.
- (3) Rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown.
- (4) Water hammer.
- (5) Rupture or bursting of water pipes.
- (6) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
- (7) Rupture, bursting or operation of pressure relief devices.

**6. RIOT, RIOT ATTENDING A STRIKE OR CIVIL COMMOION**, including direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion. This Company shall not be liable for loss resulting from damage to or destruction of property due to change in temperature or humidity or interruption of operations whether or not such loss is covered by this policy as to other perils.

**7. AIRCRAFT OR VEHICLES**, meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered or with the building(s) containing the property covered, except that loss by aircraft includes direct loss by objects falling therefrom.

This Company shall not be liable for loss:

- A. by any vehicle owned or operated by an Insured or by any tenant of the described premises;
- B. by any vehicle to fences, driveways, walks, or when outside of buildings, to trees, shrubs or plants;
- C. to any aircraft or vehicle including its contents other than stocks of aircraft or vehicles in process of manufacture or for sale.

The word "vehicles" means vehicles running on land or tracks but not aircraft. The word "aircraft" shall include self-propelled missiles and spacecraft.

**This policy is extended to insure against direct loss Vandalism or Malicious Mischief as hereinafter provided, only when premium for VANDALISM AND MALICIOUS MISCHIEF is shown on the first page of this policy or by endorsement.**

**8. VANDALISM OR MALICIOUS MISCHIEF**, meaning only the willful and malicious damage to or destruction of the property covered.

This Company shall not be liable for loss—

- A. to glass (other than glass building blocks) constituting part of a building, structure or an outside sign;
- B. by pilferage, theft, burglary or larceny, except that this Company shall be liable for willful damage to the building(s) covered caused by burglars in gaining entrance to or exit from the building(s) or any part of the building(s);
- C. by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by, or operated under the control of the named Insured; or by rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;
- D. from depreciation or deterioration;
- E. if the described building(s) had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, whether or not such period commenced prior to the inception date of insurance against these perils; but a building in process of construction shall not be deemed vacant or unoccupied, nor shall the unoccupancy provision be applicable to private dwelling property or to such unoccupancy as is usual or incidental to the described occupancy. (The words "vacant" and "unoccupied" are defined in Section IX, paragraph 8.)

## SECTION VII—EXCLUSIONS

**1. ELECTRICAL APPARATUS:** This Company shall not be liable for any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable for only its proportion of loss caused by the ensuing fire.

**2. NUCLEAR CLAUSE (Not applicable in New York):** The word "fire" in this policy or endorsements attached hereto is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy or said endorsements, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy or said endorsements; however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

**3. NUCLEAR CLAUSE (Applicable in New York):** This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

**4. NUCLEAR EXCLUSION (Not applicable in New York):** (This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear clause above): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke".

**5. ORDINANCE OR LAW:** This Company shall not be liable for loss, including debris removal expense, occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair or demolition of property, unless such liability is otherwise specifically assumed by endorsement.

**6. POWER FAILURE:** This Company shall not be liable for loss caused directly or indirectly by the interruption of power or other utility service furnished to the described premises if the interruption takes place away from the described premises. If a peril insured against ensues on the described premises, this Company shall be liable for only its proportion of loss caused by the ensuing peril.

**7. WAR RISK** (This clause applies to all perils insured against hereunder except the perils of fire, lightning and removal which are otherwise provided for in this policy): This Company shall not be liable for loss caused directly or indirectly by:

- A. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack,
  - (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or
  - (2) by military, naval or air forces; or
  - (3) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;
- B. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

**8. WATER EXCLUSION:** This Company shall not be liable for loss caused by, resulting from, contributed to or aggravated by any of the following:

- A. flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
- B. water which backs up through sewers or drains;
- C. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other opening in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only its proportion of loss caused by the ensuing fire or explosion.

**9. EARTH MOVEMENT:** This Company shall not be liable for loss caused by, resulting from, contributed to or aggravated by earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting unless fire or explosion as insured against ensues and then this Company shall be liable for only loss caused by the ensuing fire or explosion.

**10. VOLCANIC ERUPTION:** This Company shall not be liable for loss caused by volcanic eruption unless direct loss by fire or breakage of glass or safety glazing material ensues. In this event, this company shall be liable for only the direct loss to the property insured caused by the ensuing fire and if an insured peril, the ensuing breakage of glass or safety glazing material.

Volcanic eruption means the eruption, explosion or effusion of a volcano.

## SECTION VIII—VALUATION

The following bases are established for valuation of property:

1. All property at actual cash value, except as provided below or by endorsement.

2. The value of all stock actually sold but not delivered shall be the price at which it was sold, less all discounts and unincurred expenses.

### 3. Tenant's Improvements and Betterments:

- A. If repaired or replaced at the expense of the named Insured within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments.
- B. If not repaired or replaced within a reasonable time after loss, that proportion of the original cost at time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the dates such improvements or betterments were made to the expiration date of the lease.
- C. If repaired or replaced at the expense of others for the use of the named Insured, there shall be no liability hereunder.

### 4. Valuable Papers and Records:

- A. Books of account, manuscripts, abstracts, drawings, card index systems and other records (except film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing) for not exceeding the cost of blank books, cards or other blank material plus the cost of labor incurred by the named Insured for transcribing or copying such records.
- B. Film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing for not exceeding the cost of such media in unexposed or blank form.
- C. Computer programs for not exceeding the cost of labor incurred by the named Insured for transcribing or copying such programs.

## SECTION IX—OTHER PROVISIONS

**1. APPORTIONMENT:** This Company shall not be liable for a greater proportion of any loss less the amount of the deductible, if any, from any peril or perils included in this policy than (A) the amount of insurance under this policy bears to the whole amount of fire insurance covering the property, or which would have covered the property except for the existence of this insurance, whether collectible or not, and whether or not such other fire insurance covers against the additional peril or perils insured against hereunder, nor (B) for a greater proportion of any loss less the amount of the deductible, if any, than the amount hereby insured bears to all insurance, whether collectible or not, covering in any manner such loss, or which would have covered such loss except for the existence of this insurance; except if any type of insurance other than fire extended to cover additional perils or windstorm insurance applies to any loss to which this insurance also applies, or would have applied to any such loss except for the existence of this insurance, the limit of liability of each type of insurance for such loss, hereby designated as "joint loss", shall first be determined as if it were the only insurance, and this type of insurance shall be liable for no greater proportion of joint loss than the limit of its liability for such loss bears to the sum of all such limits. The liability of this Company (under this policy) for such joint loss shall be limited to its proportionate part of the aggregate limit of this and all other insurance of the same type. The words "joint loss", as used in the foregoing, mean that portion of the loss in excess of the highest deductible, if any, to which this policy and other types of insurance above referred to both apply.

**2. CONTROL OF PROPERTY:** This insurance shall not be prejudiced by any act or neglect of any person (other than the named Insured), when such act or neglect is not within the control of the named Insured.

**3. DIVISIBLE CONTRACT CLAUSE:** If this policy covers two or more buildings or the contents of two or more buildings, the breach of any condition of the policy in any one or more of the buildings covered or containing the property covered shall not prejudice the right to recover for loss occurring in any building covered or containing the property covered, where at the time of loss a breach of condition does not exist.

**4. INSPECTION OF PROPERTY AND OPERATIONS:** This Company and any person or organization making inspections on the Company's behalf shall be permitted but not obligated to inspect the named Insured's property and operations at any time. Neither the right of this Company and any person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

**5. LIBERALIZATION:** If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of this Company there be adopted or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the named Insured hereunder as though such endorsement or substitution of form had been made.

**6. LOSS CLAUSE:** Any loss hereunder shall not reduce the amount of this policy.

**7. MORTGAGE CLAUSE (Not applicable in Minnesota):** (Applies only to building items and is effective only when policy is made payable to a named mortgagee or trustee.)

Loss or damage, if any, under this policy, shall be payable to the mortgagee (or trustee), named on the first page of this policy, as interest may appear, under all present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee (or trustee) in order of precedence of said mortgages, and this insurance, as to the interest of the mortgagee (or trustee) only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee (or trustee) shall, on demand pay the same.

Provided, also, that the mortgagee (or trustee) shall notify this Company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case this policy shall continue in force for the benefit only of the mortgagee (or trustee) for 10 days after notice to the mortgagee (or trustee) of such cancellation and shall then cease, and this Company shall have the right, on like notice, to cancel this agreement.

Whenever this Company shall pay the mortgagee (or trustee) any sum for loss under this policy and shall claim that, as to the mortgagor or owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

**8. PERMITS AND USE:** Except as otherwise provided, permission is granted:

A. to make additions, alterations and repairs. This policy insofar as it covers building(s) or structure(s), is extended to cover additions, alterations and repairs, when not otherwise covered by insurance, including temporary structures constructed on site, materials, equipment and supplies therefor on or within 100 feet of the described premises; and this policy, insofar as it covers contents, is extended to cover in such additions. This provision does not waive or modify any of the conditions of the Automatic Sprinkler Clause, if any, attached to this policy;

B. for such unoccupancy as is usual or incidental to the described occupancy; but vacancy is limited to the 60 day period permitted by the policy conditions ("Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building. "Unoccupied" or "Unoccupancy" means containing contents pertaining to occupancy of the building while operations or other customary activities are suspended);

C. in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the named Insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured hereunder shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the named Insured shall protect the property from further damage.

**9. PROTECTIVE SAFEGUARDS:** It is a condition of this insurance that the insured shall maintain so far as is within his control such protective safeguards as are set forth by endorsement hereto.

Failure to maintain such protective safeguards shall suspend this insurance, only as respects the location or situation affected, for the time of such discontinuance.

**10. PROVISIONS APPLICABLE ONLY WHEN THIS POLICY COVERS BUSINESS INTERRUPTION, TUITION FEES, EXTRA EXPENSE, ADDITIONAL LIVING EXPENSE, RENT OR RENTAL VALUE, LEASEHOLD INTEREST OR OTHER CONSEQUENTIAL LOSS:** The term "direct", as applied to loss, means loss, as limited and conditioned in this policy, resulting from direct loss to described property from the peril(s) insured against. If the business of the owner or tenant(s) of the described building(s) is interrupted by a strike at the described location, this Company shall not be liable for any loss due to interference by any person(s) with rebuilding, repairing or replacing the property damaged or destroyed or with the resumption or continuation of business.

**11. SUBROGATION:** This insurance shall not be invalidated should the named Insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described.

**EXHIBIT 2**

12/22/85 - 12/22/86

# General Liability Policy

INSURANCE OF EMERGENCY  
64 ELM STREET WOBURN, MASSACHUSETTS 01801  
Telephone: 933-0830

**Peerless Insurance**  
Nationale-Nederlanden U.S. Group



Peerless Insurance Company • Excelsior Insurance Company • The Netherlands Insurance Company

The company agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of insurance, exclusions, conditions and other terms of this policy:

## SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxes against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in

excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic violation arising out of the use of any vehicle to which this applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

## DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the named insured under the contract have been completed.

(2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of;

(a) operations in connection with transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying

property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type) graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought with such territory;



DECLARATION \* \* EFFECTIVE 12/22/85

number GIP 6331232	From 12/22/85	Policy period To 12/22/86	Coverage is provided in the PEERLESS INSURANCE COMPANY	Agency 6310809
Named insured and address WHITNEY BARREL CO. INC 250 SALEM STREET WOBURN MA 01801			Producer RANGNAR FRIDOLIN INS AGENCY 64 ELM STREET WOBURN MA 01801	

GENERAL LIABILITY-AUTOMOBILE POLICY

L4050F

POLICY PERIOD: 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN ON DATES SHOWN IN POLICY PERIOD ABOVE.

THE NAMED INSURED IS: CORPORATION

BUSINESS OF THE INSURED IS: STEEL BARREL OR DRUM

AUDIT PERIOD IS:

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO THE FOLLOWING COVERAGE PART(S) INDICATED BY SPECIFIC FORM NUMBER(S) AND ATTACHED TO AND FORMING A PART OF THIS POLICY.

COVERAGES  
PART NO(S).

COVERAGE PART(S)

L4075

COMPREHENSIVE GENERAL LIABILITY INSURANCE  
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE  
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE  
PREMISES MEDICAL PAYMENTS INSURANCE  
COMPLETED OPERATIONS AND PRODUCTS LIABILITY  
ELEVATOR COLLISION INSURANCE  
CONTRACTUAL LIABILITY INSURANCE  
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INS  
STOREKEEPER'S INSURANCE  
COMPREHENSIVE PERSONAL INSURANCE  
FARMER'S COMPREHENSIVE PERSONAL INSURANCE  
FARMER'S MEDICAL PAYMENTS INSURANCE  
PERSONAL INJURY LIABILITY INSURANCE  
DRUGGISTS' LIABILITY INSURANCE  
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

10/25/85

ORIGINAL

Peerless Insurance



RENEWAL OF POLICY Declarations Page 6331232

Nation de Nederlanden U.S. Group

GENERAL LIABILITY

DECLARATION \* \* EFFECTIVE 12/22/85

Policy number GIP 6331232	From Policy period To 12/22/85 12/22/86	Coverage is provided in the PEERLESS INSURANCE COMPANY	Agency 6310809
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Named insured and address

WHITNEY BARREL CO. INC  
250 SALEM STREET  
WOBURN MA 01801

Producer

RANGNAR FRIDOLIN INS AGENCY  
64 ELM STREET  
WOBURN MA

01801

FORM NUMBERS OF ENDORSEMENTS OTHER THAN THOSE  
ENTERED ON COVERAGE PART(S) ATTACHED AT ISSUE

GL0019 GL0032 GL0114 GL9918 IL0018 \*IL0928

\$ 186.00

TOTAL ADVANCE PREMIUM FOR THIS POLICY.

\*IF THE POLICY PERIOD IS MORE THAN ONE YEAR, AND PREMIUM IS TO BE PAID ANNUALLY  
\$ IS PAYABLE ON THE EFFECTIVE DATE OF THIS POLICY AND THE FIRST AND  
SECOND ANNIVERSARIES THEREOF.

COUNTERSIGNED:

BY

11/5/85

AUTHORIZED REPRESENTATIVE

10/25/85

ORIGINAL





National Nederlanden U.S. Group

GENERAL LIABILITY

DECLARATION \* \* EFFECTIVE 12/22/85

number	From	Policy period To	Coverage is provided in the	Agency
GIP 6331232	12/22/85	12/22/86	PEERLESS INSURANCE COMPANY	6310809

Named insured and address

WHITNEY BARREL CO. INC  
250 SALEM STREET  
WOBURN MA 01801

Producer

RANGNAR FRIDOLIN INS AGENCY  
64 ELM STREET  
WOBURN MA

01801

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

L4075S

ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSUREE  
(ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)  
SAME

INTEREST OF NAMED INSURED IN SUCH PREMISES OWNER  
PART OCCUPIED BY NAMED INSURED ENTIRE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES  
AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE  
COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN,  
SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY		ADVANCE PREMIUMS
	EACH OCCURRENCE	AGGREGATE	
A-BODILY INJURY LIABILITY	\$ 300,000		\$ 133.00
PROPERTY DAMAGE LIABILITY	\$ 250,000	\$ 250,000	\$ 53.00
FORM NUMBERS OF ENDORSEMENTS ATTACHED AT ISSUE			
*GL0300 (250 PD DED)			\$
L6432 GL0404 GL9919 A44.00 M&C AP			
TOTAL ADVANCE PREMIUM			\$ 186.00

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS PREMISES-OPERATIONS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
			B.I.	P.D.	BODILY INJURY	PROPERTY DAMAGE
STEEL BARREL OR DRUM MANUFACTURING	34904-2	C 37,554	.309		116.00	
250 PD DED PER CLAIM				.066		43.00 MP
BROAD FORM CGL AT 15% 10/25/85	99990-9				17.00	10.00 MP

ORIGINAL

**Peerless insurance**

National Nederlanden U.S. Group

RENEWAL OF POLICY <sup>Declarations Page</sup> GIP 6331232  
GENERAL LIABILITY

DECLARATION \* \* EFFECTIVE 12/22/85

Policy number GIP 6331232	From Policy period To 12/22/85 12/22/86	Coverage is provided in the PEERLESS INSURANCE COMPANY	Agency 6310809
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## Named insured and address

WHITNEY BARREL CO. INC  
250 SALEM STREET  
WOBURN MA 01801

## Producer

RANGNAR FRIDOLIN INS AGENCY  
64 ELM STREET  
WOBURN MA

01801

(A) AREA (SQ. FT)  
(B) FRONTAGE  
(C) REMUNERATION  
(D) RECEIPTS  
(E) UNITS(A) PER 100 SQ. FT. OF AREA  
(B) PER LINEAR FOOT  
(C) PER \$100 OF REMUNERATION  
(D) PER \$100 OF RECEIPTS  
(E) PER UNITESCALATORS  
(NUMBER AT PREMISES)NUMBER  
INSUREDPER  
LANDINGADVANCE PREMIUMS  
BODILY PROPERTY  
INJURY DAMAGE

IF ANY

INDEPENDENT CONTRACTORS

COST

PER \$100  
OF COST

IF ANY

TOTAL ADVANCE B.I. AND P.D. PREMIUMS \$ 133.00 \$ 53.00

10/25/85

DETACH ON PERFORATED LINE

---STATEMENT OF ACCOUNT---

TOTAL PREMIUM DUE..... \$186.00

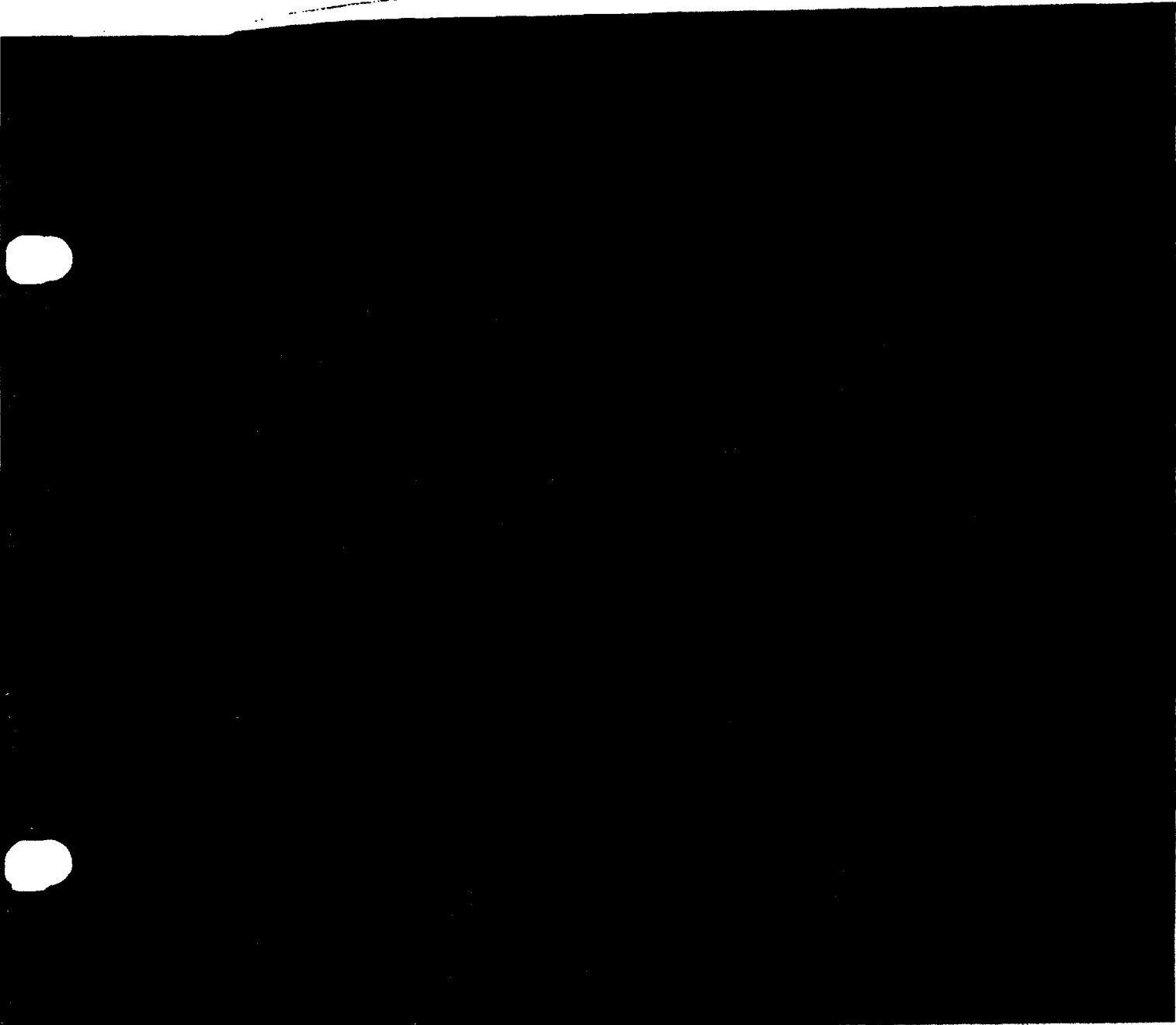
THANK YOU FOR LETTING US SERVE YOU

ORIGINAL

TO: All Insureds

This declaration includes only new or changed endorsements.  
Please attach this declaration to your previous renewal.

041-274(5/85)



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.  
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**BUSINESSOWNERS POLICY  
COMPREHENSIVE GENERAL LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
SMP LIABILITY INSURANCE  
STOREKEEPERS INSURANCE**

#### **POLLUTION EXCLUSION**

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

(1) to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- (a) at or from premises owned, rented or occupied by the named Insured;
- (b) at or from any site or location used by or for the named Insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the named Insured or any person or organization for whom the named Insured may be legally responsible; or
- (d) at or from any site or location on which the named Insured or any contractors or subcontractors working directly or indirectly on behalf of the named Insured are performing operations:
  - (i) if the pollutants are brought on or to the site or location in connection with such operations; or
  - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the named Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

product hazard includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from the premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of the property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incident contract.

## CONDITIONS

1. **Premium.** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit.** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to issue or warrant that such property or operations are safe or sound, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit.**

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons, or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured's or the insured's estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance.** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Subrogation.** In event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

9. **Assignment.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the

named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

**10. Three Year Policy.** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**11. Cancellation.** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective

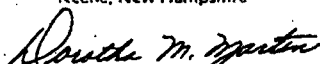
date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.


If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation...

**12. Declarations.** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company identified on the declarations page has caused this policy to be executed and attested on its behalf, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized representative of the company.

  
Joseph P. Tracy, Secretary  
of Peerless Insurance Company  
The Netherlands Insurance Company  
Keene, New Hampshire

  
Dorothea M. Martin, Secretary  
of Excelsior Insurance Company  
Syracuse, New York

  
Albert R. Kober, President  
of Peerless Insurance Company  
The Netherlands Insurance Company  
Keene, New Hampshire

  
Stephen E. Whiton, President  
of Excelsior Insurance Company  
Syracuse, New York

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

#### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT - BROAD FORM

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payment Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties or nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the bodily injury or property damage arises out of the furnishing by an insured of services, materials parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included with the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to cor critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

**NEW YORK**—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form", printed above, does not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

LIABILITY

GL 04 04 (Ed. 05 81)

L 6111  
(Ed. 5-81)**BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:  
**COMPREHENSIVE GENERAL LIABILITY INSURANCE**

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No.

issued to

by

Authorized Representative

**SCHEDULE****Personal Injury and Advertising Injury Liability**

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$ \_\_\_\_\_ Aggregate

**Limit of Liability—Premises Medical Payments Coverage:**

\$1,000 each person, unless otherwise indicated herein \$ \_\_\_\_\_ each person.

**Limit of Liability—Fire Legal Liability Coverage:**

\$50,000 per occurrence unless otherwise indicated herein: \$ \_\_\_\_\_ per occurrence.

Advance Premium	Premium Basis
\$ 2700	15 % OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED
ANNUAL	
\$ INCL.	MINIMUM PREMIUM

**I. CONTRACTUAL LIABILITY COVERAGE**

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
- (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
  - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
    - (a) the preparation or approval of maps, drawings, opinions, re-

- (6) to advertising injury arising out of
  - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
  - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
  - (a) to any insured in the business of advertising, broadcasting publishing or telecasting, or
  - (b) to any injury arising out of any act committed by the insured

ing alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

(1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

(D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

**LIMITS OF LIABILITY**

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

**ADDITIONAL DEFINITIONS**

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

**ADDITIONAL CONDITION**

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports.

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B.) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

**VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE**

The definition of bodily injury is amended to include Incident Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

**VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)**

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

**IX. LIMITED WORLDWIDE LIABILITY COVERAGE**

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

(a) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(b) to Premises Medical Payments Coverage.

**X. ADDITIONAL PERSONS INSURED**



**EXHIBIT 3**

12/22/79 - 12/22/80

Waltham, MA. 02254

Edward P. Gilgun  
379 Main Street  
Woburn, MA.

John E. Whitney Jr. & Walter W. Whitney  
256 Salem Street  
Woburn, MA. 01801

**LIABILITY INSURANCE POLICY - SECTION ON.**  
(For Automobile Insurance or General  
Liability Insurance separately or combined)



## The Continental Insurance Companies

### GENERAL OFFICES

80 Maiden Lane, New York, New York 10038

### DEPARTMENTAL OFFICES

Buckeye Department	1111 East Broad Street, Columbus, Ohio 43216
Eastern Department	80 Maiden Lane, New York, New York 10038
Foreign Department	80 Maiden Lane, New York, New York 10038
Northeastern Department	333 Glen Street, Glens Falls, New York 12801
Pacific Department	100 Pine Street, San Francisco, California 94111
Southeastern Department	161 Peachtree Street, N.E., Atlanta, Georgia 30303
Southwestern Department	1810 Commerce Street, Dallas, Texas 75201
Western Department	360 West Jackson Boulevard, Chicago, Illinois 60606

*Branch and Field Offices in all Principal Cities*

## SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment which accrues after entry of the judgment and before the company has paid or deposited in court that part of the judgment which does not exceed the limit company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's request (in assisting the company in the investigation or defense of any claim or suit,) including actual loss of earnings not to exceed \$25 per day.

## DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

Completed operations hazard does not include bodily injury or property damage at of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a rail-

road, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;



# MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE FOR PREMISES AND FOR THE NAMED INSURED'S OPERATIONS IN PROGRESS

## COVERAGE A - BODILY INJURY LIABILITY

## COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. bodily injury or
- B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgement or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but with respect to bodily injury or property damage occurring while work performed by the named insured is in progress, this exclusion does not apply to a warranty that such work will be done in a workmanlike manner;

- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

- (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
- (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or

(2) the operation or use of any snowmobile or trailer designed for use therewith;

- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

- (1) any watercraft owned or operated by or rented or loaned to any insured, or
- (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;

- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable

- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
- (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the named insured or contract or agreement, or
  - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fit or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured; neither such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured or out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (q) to bodily injury or property damage arising out of operations performed for the named insured by independent contractors or acts or omissions of the named insured in connection with his general supervision of such operations, other than bodily injury or property damage which occurs in the course of

- (1) maintenance and repairs at premises owned by or rented to the named insured or
- (2) structural alterations at such premises which do not involve changing the location of or moving buildings or other structures;

## II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public way, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (i).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

- (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
- (1) liability assumed by the insured under an incidental contract, or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
- (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

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ure, the partnership or joint venture so designated and any partner or member of but only with respect to his liability as such;

- (c) if the named insured is designated in the declarations as other than an individual partnership or joint venture, the organization so designated and any executive, officer, director or stockholder thereof while acting within the scope of his duty as such;
- (d) any person (other than an employee of the named insured) or organization acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon any way, of mobile equipment registered under any motor vehicle registration law, of
- (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (i).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

**Coverage A-**The total liability of the company for all damages, including damage to property, care and loss of services, because of bodily injury sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

**Coverage B-**the total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence," the total liability of the company for all damages because of all property damage to which this coverage applies and arising out of premises or operations rated on a remuneration basis or contract

ment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, shall not exceed the limit of property damage liability stated in the schedule as "aggregate". Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

verages A and B-For the purpose of determining the limit of the company's liability, property damage and property damage arising out of continuous or repeated exposure

to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

#### SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages		Limits of Liability		Advance Premium
A	Bodily Injury Liability	\$ 300,000	each occurrence	\$ 149.
B	Property Damage Liability	\$ 250,000 \$ 250,000	each occurrence aggregate	\$ 99.
Total Advance Premium				\$ 248.

#### GENERAL LIABILITY HAZARDS

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premium	
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
a) Premises—Operations		(a) Area (sq. ft.) (b) Remuneration (c)	(a) Per 100 sq. ft. of Area (b) Per \$100 of Remuneration (c)			
Steel barrel or drum Mfg. & Reconditioning	34904	b) 75,000	.198	.105	149.	79
3- - Limit Charge	99901					20.
b) Escalators		Number Insured	Per Landing			
If any, premium to be determined						
MINIMUM PREMIUMS	Bodily Injury Liability		Property Damage Liability			
	(a) \$ 40.	(b) \$	(a) \$ 36.	(b) \$		

location of all premises owned by, rented to or controlled by the named insured. (Enter "same" if same location as address shown in Item 1. of declarations.)

Interest of named insured in such premises. (Describe interest, such as "owner", "general lessee" or "tenant".)

Part occupied by named insured

See a premium basis:

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots subject to any overtime earnings or limitation of

zation of all premises owned by, rented to or controlled by the named insured. (Enter "same" if same location as address shown in Item 1. of clarations.)

erest of named insured in such premises. (Describe interest, such as "owner", "general lessee" or "tenant".)

rt occupied by named insured

en used as a premium basis:

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting; broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.

Policy Issued By The Continental Insurance Company Policy No. L1 30 29 49

Named Insured John E. Whitney Jr. & Walter W. Whitney

This Coverage Part shall not be binding upon the company unless attached to Sections One and Two of the company's Liability Insurance Policy.

db 12-14-79





G513  
(Ed. 10-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 12-22-79

Policy No. L1 30 29 49

Endorsement No.

Named Insured

John E. Whitney Jr. & Walter W. Whitney

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of any General Liability Insurance.

### MOBILE EQUIPMENT

(Massachusetts Compulsory Liability Security Act)

It is agreed that the following additional provisions apply to bodily injury and property damage arising out of the ownership, maintenance, use, loading or unloading of any mobile equipment with respect to which insurance is required of the named insured under the Massachusetts Compulsory Liability Security Act (Chapter 346, Acts of 1925):

1. Except to the extent provided in paragraph 2. below, the insurance afforded by this policy does not apply either on a primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the named insured.
2. If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the compulsory coverage, the Bodily Injury Liability Coverage of this policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.

G513 (Ed. 10-66)



G512  
(Ed. 10-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 12-22-79

Policy No. L1 30 29 49

Endorsement No.

Named Insured

John E. Whitney Jr. & Walter W. Whitney

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of any Automobile Liability or General Liability Insurance.

### ACTION AGAINST COMPANY AMENDMENT

(Massachusetts)

It is agreed that the clause "nor shall the company be impleaded by the insured or his legal representative", in the Action Against Company Condition shall not apply to any right of impleader under Section 4B of Chapter 231 of the General Laws of Massachusetts. (Chapter 696, Acts of 1964)

G512 (Ed. 10-66)

**EXHIBIT 4**

**COVERAGE FOR PREMISES AND FOR THE NAMED  
INSURED'S OPERATIONS IN PROGRESS**

**I. COVERAGE A - BODILY INJURY LIABILITY**

**COVERAGE B - PROPERTY DAMAGE LIABILITY**

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

**A. Bodily injury or**

**B. property damage**

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

**Exclusions:**

This insurance does not apply

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but with respect to bodily injury or property damage occurring while work performed by the named insured is in progress, this exclusion does not apply to a warranty that such work will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any watercraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
  - (1) liability assumed by the insured under an incidental contract, or
  - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable:
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to:
  - (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written subcontract agreement and part (3) of this exclusion does not apply with respect to property damage (other than to structures) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (q) to bodily injury or property damage arising out of operations performed for the named insured by independent contractors or acts or omissions of the named insured in connection with his general supervision of such operations, other than bodily injury or property damage which occurs in the course of:
  - (1) maintenance and repairs at premises owned by or rented to the named insured, or
  - (2) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

**II. PERSONS INSURED**

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law:
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (e) with respect to:
  - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
  - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (i).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

**III. LIMITS OF LIABILITY**

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

**Coverage A-**The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

**Coverage B-**The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence," the total liability of the company for all damages because of all property damage to which this coverage applies and arising out of premises or operations rated on a remuneration basis or contractor's

equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, shall not exceed the limit of property damage liability stated in the schedule as "aggregate". Such aggregate limit shall apply separately with respect to each project away from premises owned by or rented to the named insured.

to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. POLICY TERRITORY

Coverages A and B-For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

SCHEDULE						
The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.						
Coverages	Limits of Liability			Advance Premium		
A Bodily Injury Liability	\$ 300,000	each occurrence	\$ 213.00	50		
B Property Damage Liability	\$ 25,000	each occurrence	\$ 48.00	21		
	\$ 25,000	aggregate				
			Total Advance Premium	\$ 261.00	71	
GENERAL LIABILITY HAZARDS						
Description of Hazards	Code No.	Premium Bases	Rates		Advance Premium	
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
(a) Premises—Operations		(a) Area (sq. ft.) (b) Remuneration (c)	(a) Per 100 sq. ft. of Area (b) Per \$100 of Remuneration (c)			
<del>Barrel Mfg. or Assembling</del>	<del>24402</del>	<del>c) 35,000</del>	<del>.204</del>	<del>.0448</del>	<del>213.00</del>	<del>48.00</del>
Steel barrel or drum mfg. and reconditioning	34904	b) 3300	.198	.062	50.00	21.00
(b) Escalators		Number Insured	Per Landing			
<i>if any premium is determined</i>						
MINIMUM PREMIUMS	Bodily Injury Liability			Property Damage Liability		
	(a) \$ 43.00	50	(b) \$	(a) \$ 24.00	21	(b) \$

Location of all premises owned by, rented to or controlled by the named insured. (Enter "same" if same location as address shown in Item 1. of declarations.)

Interest of named insured in such premises. (Describe interest, such as "owner", "general lessee" or "tenant".)

Part occupied by named insured

When used as a premium basis:

- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.

Policy Issued By The Continental Insurance Company Policy No. I. 3 53 86 82

Named Insured John E. Whitney Jr and Walter W. Whitney

This Coverage Part shall not be binding upon the company unless attached to Sections One and Two of the company's Liability Insurance Policy.

1/24 N/P

## CONDITIONS

**1. Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

**2. Inspection and Audit** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**3. Financial Responsibility Laws** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

### **4. Insured's Duties in the Event of Occurrence, Claim or Suit**

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

**5. Action Against Company** No action shall lie against the company, unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

**6. Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**7. Subrogation** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

**8. Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

**9. Assignment** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall discontinue insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

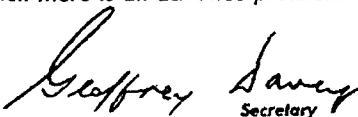
**10. Three Year Policy** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

**11. Cancellation** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**12. Declarations** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

**In Witness Whereof,** the company has caused this policy to be signed by an executive vice president and a secretary, but this policy shall not be binding upon the company unless completed by the attachment hereto of (1) a Declarations Page described as Section Two and countersigned on the aforesaid Declarations Page by a duly authorized representative of the company, and (2) one or more Coverage Parts for which there is an advance premium indicated on the Declarations Page.

  
Secretary

  
Executive Vice President

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature X <i>G. Puffer</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:  Peerless Insurance Company Michael R. Christiansen President and Chief Executive Officer 62 Maple Avenue. Keene, NH 03431		B. Received by (Printed Name) <i>GARY PUFFER</i>	C. Date of Delivery 
2. Article Number (Transfer from service label) <i>7002 0860 0000 6592 7817</i>		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

PS Form 3811, August 2001

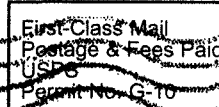
Domestic Return Receipt

102595-02-M-0835

UNITED STATES POSTAL SERVICE

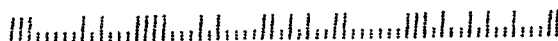
MANCHESTER NH 031

19 OCT 2010 PM 17



• Sender: Please print your name, address, and ZIP+4 in this box

*Joseph Lemay OSKRD-4*  
*U.S. EPA Region 1*  
*5 Post office Sq.*  
*Boston, MA*  
*02109*



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Michael R. Christiansen  
President and Chief Executive Officer  
62 Maple Avenue.  
Keene, NH 03431
